

1 AMAR L. THAKUR, CAL. BAR NO. 194025
 2 JON E. MAKI, CAL. BAR NO. 199958
 3 NICOLE M. LEE, CAL. BAR NO. 222344
 4 CRYSTINA COATS, CAL BAR NO. 234301
 5 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
 6 A Limited Liability Partnership
 7 Including Professional Corporations
 8 12275 El Camino Real, Suite 200
 9 San Diego, California 92130
 Telephone: 858-720-8900
 Facsimile: 858-509-3691
 Email: athakur@sheppardmullin.com
jmaki@sheppardmullin.com
nlee@sheppardmullin.com
ccoats@sheppardmullin.com

10
 11 Attorneys for Plaintiff and Counterdefendant
 12 Bridgepoint Education, Inc.

13
 14 UNITED STATES DISTRICT COURT
 15 SOUTHERN DISTRICT OF CALIFORNIA

16 BRIDGEPOINT EDUCATION, INC.,

17 Plaintiff,

18 v.

19 PROFESSIONAL CAREER
 DEVELOPMENT INSTITUTE, LLC, and
 DOES 1-10, inclusive,

20 Defendants.

21 PROFESSIONAL CAREER
 DEVELOPMENT INSTITUTE, LLC,

22 Counterclaimant,

23 v.

24 BRIDGEPOINT EDUCATION, INC.,

25 Counterdefendant.

26 CASE NO. 07 CV 2222 IEG (BLM)

**JOINT MOTION FOR DISMISSAL OF
 ACTION WITH PREJUDICE**

Honorable Irma E. Gonzalez
 Courtroom 1

JOINT MOTION FOR DISMISSAL WITH PREJUDICE

WHEREAS, plaintiff and counterdefendant BRIDGEPOINT EDUCATION, INC. (“BRIDGEPOINT”) and defendant and counterclaimant PROFESSIONAL CAREER DEVELOPMENT INSTITUTE, LLC (“PCDI”), (the “PARTIES”) have entered into a Settlement Agreement and Mutual Release (the “Agreement”) which resolves the claims and defenses that were or could have been asserted in this action; and

8 WHEREAS, the PARTIES agree this Court has jurisdiction over the subject matter
9 of this action and over all PARTIES to this action and consent that the Magistrate Judge should
10 retain jurisdiction over the Agreement;

11 NOW THEREFORE, IT IS HEREBY STIPULATED AND RESPECTFULLY
12 REQUESTED BY ALL PARTIES TO THIS ACTION, THROUGH THEIR COUNSEL that this
13 Court enter an Order which provides for: 1) dismissal of this action with prejudice, with each
14 PARTY to bear its own respective costs and attorneys' fees incurred in connection with this
15 action; and 2) retention of jurisdiction by the Magistrate Judge over the Agreement pursuant to the
16 Consent to Jurisdiction by a United States Magistrate Judge form signed by the PARTIES and
17 their counsel.

18 | //

19 | //

20 | //

21 | //

22 | //

23 | //

24 | //

25 | //

26 | //

27 | //

28 | //

1
2 IT IS SO STIPULATED.
3

4 DATED: September 10, 2008
5

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
6

7 By _____ s/ Jon E. Maki
8 jmaki@sheppardmullin.com

9 AMAR L. THAKUR
10 JON E. MAKI
NICOLE M. LEE
CRYSTINA COATS

11 Attorneys for Plaintiff and Counterdefendant
12 BRIDGEPOINT EDUCATION, INC.
13

14 DATED: September 10, 2008
15

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
16

17 By _____ s/ Sarah M. Shalf
18 shalf@bmelaw.com

19 JOHN E. FLOYD
SARAH M. SHALF

20 Attorneys for Defendant and Counterclaimant
21 PROFESSIONAL CAREER DEVELOPMENT
INSTITUTE, LLC
22

23
24
25
26
27
28